

Article	Section #	Comment	Covered CA Response
1	General Statement	We have noticed during the multiyear contract amendments addressing capitalization, grammar, and some terms that likely do not impact the contract. We respectfully request Covered California add a statement along the lines of: "Covered California and QHP Issuer (Contractor) mutually agree that grammatical items will not be amended in the contract if it does not change the intended meaning."	Covered California appreciates the feedback. Covered California strives for clarity and correction within the contracts to increase understanding of intended meaning and remove ambiguity; corrections for clarity occur where needed each year. Presentation of updates in communications and forums such as the Plan Management Advisory Group for new contract cycles will highlight the substantive changes where intended meaning has changed.
1	1.10	We urge Covered CA to ensure revised contract language reflects the April 26, 2024 Section 1557 final rule which recognizes the growing importance of telehealth and patient care decision support tools in the health care marketplace—including artificial intelligence and machine learning—and applies nondiscrimination protections to the use of these technologies and recognizes that protections against discrimination on the basis of sex include sexual orientation and gender identity, consistent with the U.S. Supreme Court's holding in <i>Bostock v. Clayton County</i> .	Covered California explicitly references requirements for patient care decision support tools as amended by the Section 1557 Final Rule cited by commenter in Section 3.05 of Attachment 1. QHP issuers are also required by federal law and existing contractual language at Section 1.10 to comply with nondiscrimination protections in Section 1557 and its implementing regulations. Therefore, no changes will be made.
1	1.15 c)	Recommendation to add "To the extent permitted by law" to the beginning of paragraph.	Covered California appreciates this suggestion; however, this provision does not otherwise impact a QHP issuer's ability to comply with legal restrictions. Should a QHP issuer be legally required to withhold materials under this section, it should provide an explanation of these circumstances to Covered California. No change will be made.
2	2.1.1	Due to concerns with being able to have appropriate QHP issuer representation on QHP Weekly Calls, we respectfully request Covered California add: "g) Covered California shall provide Contractor the agenda and departments presenting at the QHP Weekly Call at least three (3) business days in advance."	Covered California's goal is to facilitate productive and informative meetings, and part of achieving this involves timely and relevant content. Covered California will aim to make a best effort to send the agenda three (3) business days in advance whenever possible. However, due to the dynamic nature of this work and the necessity to address urgent and important topics that may arise spontaneously, there could be instances where the agenda needs to be updated with less notice. Our intent in these situations is not to inconvenience participants but to ensure that our discussions are as current and impactful as possible, addressing immediate needs and opportunities for our collective success. Due to the aforementioned reasons, Covered California believes it can resolve this concern without augmenting the contract. No change will be made.
2	2.1.1	Due to high cost claimant concerns on erroneous enrollments, we request Covered California add: "f) Covered California shall provide Contractor financial remedies for claims paid by Contractor on erroneous enrollment."	Covered California shall be solely responsible for the determination of eligibility and enrollment of individuals in Covered California in accordance with applicable federal and state laws, rules and regulations, and has procedures in place to investigate enrollment concerns. In addition, QHP issuers have and may choose to exercise existing legal remedies, including seeking to rescind an enrollee's coverage, should that be appropriate and necessary. No change will be made.
3	3.2.1	We are concerned with the arbitrary number of 0.4%. We need to be more fiscally responsible and drive efficient and appropriate marketing spend. In addition, we are concerned whether all QHPs are spending the 0.4%. We therefore respectfully request the following change: "Contractor is expected to spend at least 0.4% of projected premium on direct response advertising, outreach and community-based efforts, and non-open enrollment "brand" marketing that includes co-branding with Covered California. Brand marketing that does not reference Covered California does not count towards this expectation. Contractor can deviate from the 0.4% expectation if they can demonstrate efficient direct response spend."	Covered California appreciates the feedback and is currently assessing this expectation. Covered California will communicate with stakeholders should there be any changes made to this expectation.
3	3.2.1.2	Verbiage on Page 27-28 states: "Contractor shall prominently display a link to the Covered California website landing page, https://www.coveredca.com/ , on its website in a location that is easily accessible to consumers." Recommendation for the specific URL link to the Covered CA website to be removed so issuers can link to the current co-branded landing pages such as https://www.coveredca.com/molina-healthcare/ .	The update to this requirement is mainly intended to remove the obligation for QHP issuers to display a Shop and Compare Tool. QHP issuers may choose to link to both locations. At a minimum Covered California believes that a link to the Covered California website landing page should be required for consumer accessibility to shopping features that are not available on current co-branded landing pages. No change will be made.

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3	3.2.1.2 d	We respectfully request to update translation of marketing and outreach materials to: "In addition to English, make any translated marketing and outreach materials available upon request."	Covered California added this requirement for the 2024 QHP Issuer Contract Amendment to address delays in distributing translated materials that disadvantage limited English proficient individuals. To the extent that QHP issuers provide translated marketing materials, these materials should be accessible to Enrollees at the same time as English language materials. Changing the contract language to "upon request" would not ensure that translated materials are distributed along the same timeline as English materials. No change will be made.
3	3.3	Brokers and Agents - We request Covered California differentiate agents from web-broker/web-based entities since agents perform different services from web-broker/web-based entities that appear to primarily, or solely, assist with enrollment. We request the following additions as it relates to agents/brokers: 1. Define "web-broker" or "web-based entity" differently than agents that actually service members if they are not doing this now. 2. Identify each certified and terminated agent whether they are a web-broker/web-based entity versus agents/brokers servicing members. 3. Audit those identifying themselves as a servicing agent/broker that carriers feel should be considered web-broker/web-based entity and reclassify those as appropriate. 4. Update the Covered California Agreement to permit carriers the ability to differentiate the compensation, compensation methodology, and incentive compensation program of web-brokers/web-based entities from agent/brokers servicing members.	Covered California appreciates the feedback and is currently assessing this request. Covered California will communicate with stakeholders right away should there be any changes made to differentiate agents from web-based entities. Covered California does not provide the system interfaces necessary for a broker to meet the CMS definition of a web-broker.
3	3.3	We are concerned that Covered California is removing the term "Certified." Our understanding is that agents must be "Certified" by Covered California in order to sell exchange/marketplace plans and that Covered California is accountable for certifying agents. We respectfully request Covered California reconsider whether removing "Certified" is appropriate.	"Certified" was removed in front of "Agent" to align with the defined term within Article 14 - Definitions. The intent of the requirement remains the same as prior years. Agent(s) – Individuals who are licensed and in good standing as a life licensee under Insurance Code § 1626 by the California Department of Insurance to transact in accident and health insurance. The term used in this Agreement will only apply to Agents certified by Covered California to transact business in Covered California for the Individual and Covered California for Small Business Markets.
3	3.3	We respectfully request Covered California add a timeframe to prevent potential delays in obtaining AOR change requests. Please modify g) Change to Agent of Record pertaining to ensure there are not extensive delays in providing changes to carriers to something like: "Covered California shall make an AOR decision and, when appropriate, shall send notice to the Contractor of the delegation change within 30 days of receipt of an agent's request via 834 maintenance file."	Covered California's goal and best practice is to adhere to a 30 Day or less timeline once an agent's request for a delegation change is received. Any past impacts to maintaining this timeline have been resolved and Covered California does not believe current practices present an issue requiring contractual modification at this time. No change will be made.
4	4.1.4 b)	We recommend removing the addition to require the Disclosure Forms to be submitted in SERFF with the SBC and EOC documents, or providing the Disclosure Forms in lieu of the EOC. The addition of the Disclosure Form with the existing documents would add another 10+ pages to the combined PDF files that are already very large. All of the necessary Disclosure Form information can already be found in the EOC.	The addition of "Disclosure Forms" throughout the draft 2026-2028 QHP Individual Model Contract is to consistently match the defined term within Article 14 - Definitions. The intent of the requirement remains the same as prior years. Evidence of Coverage (EOC) and Disclosure Forms – The document which describes the benefits, exclusions, limitations, conditions, and the benefit levels of the applicable Plans.
4	4.2.7	Pages 59-60: We understand that the Department of Managed Health Care (DMHC) will promulgate a new regulation to establish an updated Essential Health Benefits (EHB) plan, which could also include hearing aids for children. We would ask Covered California to consider the timing of the new EHB benchmark plan and the proposed inclusion of this requirement to ensure consistency with state requirements, and to mitigate potential consumer confusion.	Covered California appreciates this feedback, and is closely monitoring how changes to California's EHB benchmark plan may impact the necessity of this inclusion. In the meantime, added language at 4.2.7 is consistent with the Governor's veto message for Senate Bill 635 (2023), which encourages promotion of the HACCP. If a new EHB benchmark plan includes coverage for hearing aids, Covered California will reconsider whether this addition is necessary.
4	4.2.7	We appreciate Covered CA requiring its contractors to provide information to enrollees regarding the availability of the DHCS Hearing Aid Coverage for Children Program within contractors EOC and disclosure forms.	Thank you for your comment.

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4	4.3.2	<p>4.3.2 Network Adequacy - Contractor's QHPs shall comply with the network adequacy standards established by Covered California and the applicable State Regulators.</p> <p>Recommendation: Please provide additional details regarding Covered California's established network adequacy standards and they do not appear to be included in the contract or referenced as to where they can be found for review, if different than current reliance on DMHC standards. We recommend that Covered California apply for the exception to allow the State Regulator to review for network adequacy.</p>	<p>Amendments to Section 4.3.2 are meant to capture Covered California's role in ensuring network adequacy standards in close partnership with state regulators. QHP issuers continue to be subject to the robust network adequacy requirements imposed by their state regulators. Covered California will communicate with QHP issuers should there be any efforts to develop additional requirements beyond those imposed by state or federal law.</p>
4	4.3.2 a), b)	<p>Network Adequacy - We note that the proposed language in this section includes Covered California as an entity responsible for establishing and overseeing carriers' compliance with network adequacy standards. We request additional clarity regarding Covered California's role in this process in light of Covered California's previously submitted comments to the U.S. Department of Health and Human Services' (HHS) 2025 Notice of Benefit and Payment Parameters, which requested flexibility in the state's review and regulation of network adequacy standards to avoid duplication with existing regulators. The proposed contract language implies that Covered California may provide guidance and conduct network adequacy review alongside state regulators, but it does not specify the nature of that work or what carriers would be required to provide. Covered California's 2026 certification application also includes network requirements, one of which requires providers offering telehealth visits to be identified in the directory, but we foresee challenges in implementing this requirement and reporting that information. In summary, we request that Covered California provide additional detail regarding future network adequacy reporting and any requirements that QHP issuers should be aware of as soon as that information is available.</p>	<p>Amendments to Section 4.3.2 are meant to capture Covered California's role in ensuring network adequacy standards in close partnership with state regulators. QHP issuers continue to be subject to the robust network adequacy requirements imposed by their state regulators. Covered California will communicate with QHP issuers should there be any efforts to develop additional requirements beyond those imposed by state or federal law.</p>
4	4.6.4 a)	<p>We request six month advance notification if Covered California intends to change Special Operating Hours.</p>	<p>Covered California does not believe this existing standard has caused issue and is appropriate as written.</p> <p>No change will be made.</p>
6	6.1.1	<p>Page 95 (section G) - We are requesting clarity on interim payments, what interim payments, and what amounts for which 40% is withheld? Referencing back to section D - <i>Advanceable Payments</i>, if this is what is meant, we are requesting for consistency with terminology across the contract.</p>	<p>The contract provisions 6.1.1 d) Advanceable Payments, f) California Premium Credit Program, and g) Cost Sharing Reduction Assistance Program will be revised so that they are generally referenced under a single provision titled, "State Funded Programs". The intention of this provision is to identify Covered California's obligation to administer State funded payments to Contractor when required by law. Information on program details should be referenced in specific program design documents adopted by Covered California.</p>
6	6.1.1 f)	<p>Please provide clarity regarding holding the 40% of what is normally paid to us on a monthly basis on the state subsidy subject. Currently we are paid the full amount and then through the recon process it is determined if we used it all and pay back what was not used. Will payment be taken back as a bill to us, taken out of future payments, or a combination of both?</p> <p>How does Covered California know that \$1 PMPM will cover State funded services for members in a specific county, especially when the plan is only offering services in one county?</p>	<p>The contract provisions 6.1.1 d) Advanceable Payments, f) California Premium Credit Program, and g) Cost Sharing Reduction Assistance Program will be revised so that they are generally referenced under a single provision titled, "State Funded Programs". The intention of this provision is to identify Covered California's obligation to administer State funded payments to Contractor when required by law. Information on program details should be referenced in specific program design documents adopted by Covered California.</p>
6	6.1.1 f)	<p>We request that Title 25 be corrected to Title 22</p>	<p>Thank you, references to Title 22 will be removed from the contract.</p>
6	6.1.1 g)	<p>We request that Title 25 be corrected to Title 22</p>	<p>Thank you, references to Title 22 will be removed from the contract.</p>
6	6.1.1 g)	<p>We respectfully request that "applicable return filers" be a defined term. This contract pertains to 2026-2028 while item 4800-101-3381 of the Budget Act of 2024 pertains to financial assistance for coverage year 2025, not for years 2026-2028.</p>	<p>Section 6.1.1 g) with the term "applicable return filers" will be removed from the contract.</p>
6	6.1.1 g)	<p>What is the timeline for this evaluation and how will the value of the additional payment or payback be calculated?</p>	<p>The contract provisions 6.1.1 d) Advanceable Payments, f) California Premium Credit Program, and g) Cost Sharing Reduction Assistance Program will be revised so that they are generally referenced under a single provision titled, "State Funded Programs". The intention of this provision is to identify Covered California's obligation to administer State funded payments to Contractor when required by law. Information on program details should be referenced in specific program design documents adopted by Covered California.</p>